

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

██ (Complainant)

V.

Liberty Utilities (Missouri Water) LLC, d/b/a Liberty (Respondent)

Case No. WC-2026-0370

RESPONSE TO LIBERTY

1. For the record, we did not file an informal complaint merely because of the \$325 test fee. We were being told by ██████████ of Liberty that if the test failed, we would have to pay to upgrade their water main to an unspecified amount. There were other new customers in this area of service that were being told a similar story. One such customer was allegedly quoted \$20,000 to upgrade the water main so that they could have water service in an area that already had a water main. My initial calls to the Public Service Commission were primarily about Liberty not having the right to charge me to repair and upgrade their water system. After involving the Public Service Commission via an Informal Complaint, Liberty no longer claimed that I had to pay to repair their system if the hydraulic test failed, they just created new obstacles.

2. In May of this year, ██████████ and I had a lengthy email exchange regarding the use of the existing meter pit (which contains a service connection). I was told I could not use this pit (which exists at the south corner of my property) for several reasons, one of which was that the service line, which would extend across my yard, would be a violation of Rule 5. (K) of the Tariff because of the angles. ██████████ proposed solution was to install a new meter pit at the south side of my parking area which would put the new pit roughly 10 or 15 feet away from the existing meter pit, both on the south corner of my property which interestingly would require the same angles for the service line to enter the structure. When I asked how the existing meter pit violated the Tariff and his proposal didn't, given the angles were the same, he essentially said that his proposal violated the Tariff less. In the course of our conversation, I realized that I had made some miscalculation on my parking area; the parking area needed to be closer to the existing meter pit than I had previously realized due to the sewer line, which meant that ██████████ proposed location for the new meter pit was not a viable option. This realization meant that the existing meter pit was the best and most reasonable location (keep in mind the difference is only about 10 or 15 feet further to the south). Rather than doing what would be most reasonable, ██████████ then insisted that I give Liberty an easement to run a water line under my parking area and place the meter in the yard right next to the duplex. It was after this that I realized that coming to a

reasonable agreement with [REDACTED] was not possible and decided to initiate a Formal complaint.

3. Please note that Liberty is not claiming that the existing meter pit is not on my property but that it has not been sufficiently proven to them, to be on my property. Please also note that the Tariff does not give Liberty the authority to require a survey to establish water service (the Staff's report agrees). What the Tariff does say is that the service line (also known as the yard line) is the customer's responsibility and that it cannot cross someone else's property. I contend that Liberty is outside of their jurisdiction and responsibility given to them by the Tariff. If the yard line happened to be on the neighbor's property (which I am certain it would not be), it would be my responsibility to pay to have it rectified. Additionally, by Liberty's admission, they have no proof that it's actually on the neighbor's property and therefore cannot deny me the right to use it based on suspicion that it violates the Tariff.

4. The so-called drainage gully is not a drainage area. It's an area that was created by the fill work for the slab of the duplex. This area will be filled in when the parking area is completed.

5. Putting a meter pit at the south end of the parking area is not feasible because the parking area had to be moved south next to the existing meter pit because of the sewer line. And again, this proposed location would require the yard line to travel at the same angle to reach the duplex, which supposedly is a violation of the Tariff according to Liberty.

6. After reviewing Liberty's response filed on 10/19/2026, and being willing to compromise and pay the \$325 test fee against what I believe the Tariff requires, I emailed [REDACTED] on 10/20/2026 and asked how to pay the fee. He responded and said I didn't need to pay for the fee because they already knew the results because of events that happened during the complaint process and that the system cannot support another customer. He said they were making plans to upgrade the water main and that this would potentially break ground in Q2 2027. I'm not sure where the disconnect is between what Liberty filed on Monday (10/19/2026) and what [REDACTED] said the following day (10/20/2026). I requested that Liberty provide me with temporary water service while they undergo the planning and installation of the new water main. That was denied by [REDACTED]. He claimed that they were struggling to provide the two houses on Sunset (above my duplex) with 20 Psi because of significant corrosion of the water main. On Friday (10/23/2026) I checked the water pressure at the house at the highest point on Sunset. At around 10:30 a.m. I got a reading of 48 psi and around 5:30 p.m. I got a reading of 32 psi.

7. Here is what I'm requesting at this point:

1. That Liberty provides a temporary service in the meantime. I am asking for temporary water service because I believe the circumstances warrant it. Those circumstances being that I have requested water for 10 months and Liberty has delayed on providing that service by unlawfully demanding that I pay \$325.00 to test the condition of their own water system. Had Liberty been diligent to test their system when I requested service 10 months ago, they could have determined then what they have now determined – that their system is in disrepair - and thus could have had the water main repaired by now, providing my duplex with water. Because Liberty has not been diligent to abide in the authority given to them in the Tariff regarding fees, I am now forced to endure more loss of income for another 10 months (give or take). It is my understanding that there is a 6” water main recently installed on Alta Vista Drive which is an intersecting street to Meador Drive. I would be happy to work with Liberty to try to get a temporary service from that water main or entertain other possible temporary options.

2. That Liberty uses the existing meter pit and forgoes the unlawful requirement of a land survey.

3. That because, by Liberty’s own admission, they cannot use the existing service connection because their water main is in disrepair, that when a new water main is installed, I am not charged for a new service connection. I contend that this is right and lawful given that the Tariff allows for the use of an existing service connection and the reason for denying this is because Liberty’s water main is in disrepair. I therefore contend further that this is not my issue.

I respectfully urge the Public Service Commission to make a decision on this matter as promptly as possible and bring this company into compliance with the law. I have endured unnecessary and unlawful grief and financial loss from this company for 10 months and counting now.

Thank you for your attention to this matter,



October 27, 2026